



Doc#: 0919041008 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/09/2009 09:31 AM Pg: 1 of 9

PREPARED BY AND  
UPON RECORDATION  
MAIL TO:

TERRY D. JEFFREY  
BURKE, WARREN, MACKAY & SERRITELLA, P.C.  
330 N. WABASH AVENUE, 22ND FLOOR  
CHICAGO, ILLINOIS 60611

**SECOND MORTGAGE MODIFICATION AGREEMENT**

THIS SECOND MORTGAGE MODIFICATION AGREEMENT is made and entered into as of May 1, 2009, by and between CHICAGO TITLE LAND TRUST COMPANY, FORMERLY KNOWN AS THE CHICAGO TRUST COMPANY, A CORPORATION OF ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1984 AND KNOWN AS TRUST NUMBER 1085164 (the "Trustee"), MPT HOLDINGS, LLC, a Delaware limited liability company (the "Mortgagor") and TCF NATIONAL BANK ("Mortgagee").

**WITNESSETH:**

WHEREAS, CHICAGO TITLE LAND TRUST COMPANY, FORMERLY KNOWN AS THE CHICAGO TRUST COMPANY, A CORPORATION OF ILLINOIS, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED APRIL 10, 1984 AND KNOWN AS TRUST NUMBER 1085164 has heretofore executed and delivered to Mortgagee a certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated October 13, 2003, and that certain Mortgage Modification Agreement dated February 28, 2005 (together, the "Mortgage") in favor of Mortgagee, recorded, respectively, as Document Numbers 0330942366 and 0508133224 encumbering certain real property located in Cook County, Illinois described on the attached Exhibit A which secures payment of certain Mortgagor's Liabilities as defined in said Mortgage and in that certain Amended and Restated Note dated as of May 1, 2009 between Mortgagor and Mortgagee ("Amended Note");

WHEREAS, subject to the condition that this Second Mortgage Modification Agreement is executed and delivered by the Mortgagor, Mortgagee intends to continue to provide certain credit facilities to the Mortgagor, subject to the terms of the Mortgage and Amended Note;

WHEREAS, Trustee has conveyed the Premises as defined in the Mortgage to Mortgagor; and

WHEREAS, Mortgagor has assumed the obligations of Mortgagor under the Mortgage and Borrower under the Amended Note pursuant to this Second Mortgage Modification Agreement; and

**Box 400-CTCC**

8174300 DAEM 2572

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WHEREAS, to satisfy the aforesaid condition and further secure repayment of the Liabilities (as hereinafter defined), including any extensions, renewals, modifications or replacements of thereof without limit as to number or frequency, Mortgagor desires to modify and amend the Mortgage as hereinafter set forth and subject to the terms, provisions and conditions hereinafter contained.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. The definition of "Liabilities" which the Mortgage secures shall be amended to mean: The certain Amended and Restated Note dated as of May 1, 2009 in the amount of \$3,245,333.22.

2. The definition of "Maturity Date" shall be amended to mean: May 1, 2014.

3. Simultaneously with the execution of this Agreement, Mortgagor shall cause Chicago Title Company to issue and deliver to Mortgagee an endorsement to its Loan Policy No. 1401-00817 4300-D2 (the "Policy") (i) extending the effective date of the Policy through the date of the recording of this Second Mortgage Modification Agreement, (ii) insuring the priority lien of the Mortgage, as modified hereby, subject only to the Schedule B exceptions listed on the Policy, (iii) raising no additional Schedule B exceptions unless approved by Bank, (iv) reflecting that all real estate taxes due and owing with respect to the Premises have been fully paid and (v) increasing the policy coverage to an amount approved by Bank.

4. It is further agreed as between the Mortgagor and the Mortgagee that neither the Mortgage nor any other security given to secure same shall in any way be prejudiced by this Agreement, said Mortgage being intended to be modified only to the extent therein and herein mentioned, and said Mortgage to continue and remain in full force and effect. The parties hereto hereby ratify, confirm and reaffirm all of their respective covenants, agreements and conditions as set forth in the Mortgage, as modified and amended herein.

(Signature Page Follows)

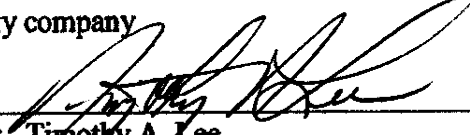
(Remainder of Page Intentionally Left Blank)

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Second Mortgage Modification Agreement to be executed by their respective duly authorized officers all on and as of the day, month and year first above written.

**MORTGAGOR:**

MPT HOLDINGS, LLC, a Delaware limited liability company

By:   
Name: Timothy A. Lee  
Title: Member/Manager

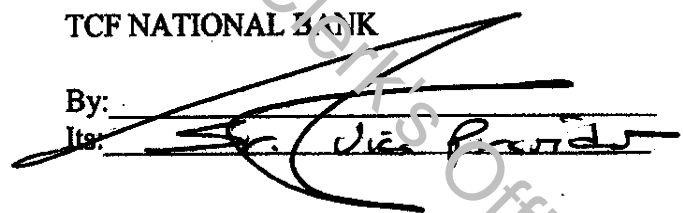
By: \_\_\_\_\_  
Name: Milton J. Jaffe  
Title: Member/Manager

By: \_\_\_\_\_  
Name: Phillip Porpora  
Title: Member/Manager

By: \_\_\_\_\_  
Name: Michael S. Porpora  
Title: Member/Manager

**MORTGAGEE:**

TCF NATIONAL BANK

By:   
Its: \_\_\_\_\_

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**MORTGAGOR:**

MPT HOLDINGS, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Timothy A. Lee

Title: Member/Manager

By: \_\_\_\_\_

Name: Milton J. Jaffe

Title: Member/Manager

By: \_\_\_\_\_

Name: Phillip Porpora

Title: Member/Manager

By: \_\_\_\_\_

Name: Michael S. Porpora

Title: Member/Manager

**MORTGAGEE:**

TCF NATIONAL BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

Property of Cook County Clerk's Office

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**MORTGAGOR:**

MPT HOLDINGS, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Timothy A. Lee

Title: Member/Manager

By: \_\_\_\_\_

Name: Milton J. Jaffe

Title: Member/Manager

By: \_\_\_\_\_

Name: Phillip Porpora

Title: Member/Manager

By: \_\_\_\_\_

Name: Michael S. Porpora

Title: Member/Manager

**MORTGAGEE:**

TCF NATIONAL BANK

By: \_\_\_\_\_

Its: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

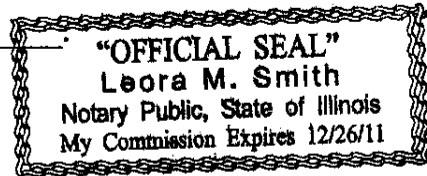
On this 16th day of JUNE, 2009, before me, the undersigned Notary Public, personally appeared Timothy A. Lee, the MEMBER/MANAGER of MPT HOLDINGS, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

By: Leora M. Smith

Residing at: 1312 Plum Creek Dr.  
Bowling Green

Notary Public in and for the State of Illinois

My Commission Expires: 12/26/11



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ the \_\_\_\_\_ of MPT HOLDINGS, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

By: \_\_\_\_\_

Residing at: \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

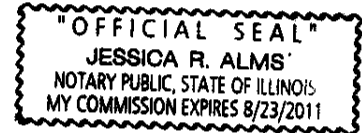
On this 16<sup>th</sup> day of June, 2009, before me, the undersigned Notary Public, personally appeared Milton J. Jaffe, Phillip Porpan, and Michael S. Porpan the Member/Manager of MPT HOLDINGS, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

By: [Signature]

Residing at: 1420 Mendota St 406 Park Ridge IL 60068

Notary Public in and for the State of Illinois

My Commission Expires: 08-23-2011



STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

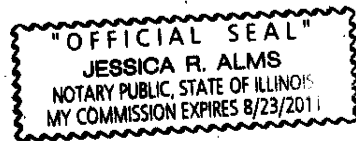
On this 16<sup>th</sup> day of June, 2009, before me, the undersigned Notary Public, personally appeared M. Jaffe, P. Porpan, and M. Porpan the Member/Manager of MPT HOLDINGS, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member/Manager, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said corporation for the uses and purposes therein set forth.

By: [Signature]

Residing at: 1420 Mendota St 406 Park Ridge IL 60068

Notary Public in and for the State of Illinois

My Commission Expires: 08-23-2011



# UNOFFICIAL COPY

STATE OF ILLINOIS        )  
  ) ss  
COUNTY OF COOK        )

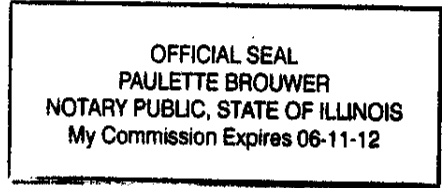
On this 29<sup>th</sup> day of June, 2009, before me, the undersigned Notary Public, personally appeared Luke R Osterhouse, Senior Vice President of TCF NATIONAL BANK who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act and the free and voluntary act of said TCF NATIONAL BANK for the uses and purposes therein set forth.

Paulette Brouwer

Residing at: 800 Burr Ridge Pkwy  
Burr Ridge, Ill. 60527

Notary Public in and for the State of Illinois

My Commission Expires: 06-11-12





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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 3, 4 AND 5 IN AUGUST RADDATZ' SUBDIVISION OF PART OF THE NE 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF LEE STREET AND WEST OF THE RIGHT OF WAY OF THE MINNEAPOLIS ST. PAUL AND SAULT STE. MARIE RAILROAD, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 1921, AS DOCUMENT NUMBER 144799, IN COOK COUNTY, ILLINOIS

P.I.N.: 09-20-214-008-0000

09-20-214-011-0000

09-20-214-012-0000

09-20-214-013-0000

COMMONLY KNOWN AS: 1141-77 Lee Street, Des Plaines, Illinois 60016